# **EXHIBIT 8**

### Case 3:17-cv-00939-WHA Document 879-8 Filed 07/12/17 Page 2 of 5 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

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1
                  UNITED STATES DISTRICT COURT
                 NORTHERN DISTRICT OF CALIFORNIA
 2
                     SAN FRANCISCO DIVISION
 3
 4
 5
      WAYMO LLC,
                      Plaintiff,
 6
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                                      )
                                         Case No.
               vs.
                                      )
                                         3:17-cv-00939-WHA
 8
      UBER TECHNOLOGIES, INC.,
      OTTOMOTTO LLC; Otto
 9
      Trucking LLC,
                      Defendants.
10
11
12
13
14
          HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
15
              VIDEOTAPED DEPOSITION OF NINGJUN QI
16
                    San Francisco, California
17
18
                    Thursday, June 22, 2017
                            Volume I
19
20
21
22
     Reported by: SUZANNE F. GUDELJ
23
     CSR No. 5111
24
     Job No. 2644340
25
     PAGES 1 - 320
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1 Uber is the buyer and Otto is the seller, correct?	1 do would lead the indemnification to fall away.
2 A Yes.	2 Q Why was the indemnification provision
3 Q And so you're saying it is not typical for	3 included in the agreement?
4 the buyer, in this case Uber, to indemnify the	4 MR. JACOBS: You can answer that to the
5 seller, in this case Otto? 11:43:34	5 extent you are basing your answer on information 11:45:53
6 A Yes.	6 other than specific advice of Uber's counsel.
7 Q And that is, in fact, what the term is in	7 THE WITNESS: It was a negotiated term.
8 the this particular deal, correct?	8 BY MS. ROBERTS:
9 A Yes, in certain circum circumstances.	9 Q Who proposed the indemnification term?
10 Q What do you mean by "in certain 11:43:44	10 MR. JACOBS: You can answer that. 11:46:09
11 circumstances"?	11 THE WITNESS: Anthony and Lior proposed the
12 A I just wanted to clarify this is not a	12 concept. I would not say they proposed the
13 blanket indemnification of the buyer for to the	13 indemnification term itself.
14 seller.	14 BY MS. ROBERTS:
15 Q In what circumstances is Otto indemnified 11:43:54	15 Q So Anthony and Lior proposed the concept of 11:46:23
16 by Uber?	16 Otto being indemnified by Uber?
MR. JACOBS: Objection. Calls for a legal	17 A Yes.
18 conclusion.	18 Q When Anthony and Lior proposed the concept
19 THE WITNESS: I	19 of indemnification, what exactly did they say to
20 MR. JACOBS: You can answer to your 11:44:0	4 20 Uber? 11:46:39
21 understanding.	21 A They were concerned that regardless of
22 THE WITNESS: don't I mean, I don't	22 anything they've done, even if they've taken every
23 think I can give a good summary of that.	23 necessary precaution, that by the mere nature of the
24 BY MS. ROBERTS:	24 fact that they are getting acquired by Uber, that
25 Q In all of the deals that you've worked on 11:44:16	25 Google would sue regardless of the merit of the case 11:46:58
Page 118	Page 120
1 in your whole career, not not limited to Uber,	1 itself.
2 have you seen any other deal in which the buyer	2 Q Did they say anything else?
3 indemnified the seller?	3 A They felt that if they were a small
4 A Not that I can remember. But when I was	4 startup, that Google would not come after them. So
5 very junior, we were always we were not always 11:44:32	5 they felt that this acquisition could potentially 11:47:18
6 privy to the actual merger document negotiations.	6 put them under increased scrutiny, whether it was
7 Q But in all of your experience in which you	7 deserved or not.
8 are aware of any terms of an agreement that you were	8 Q Did they say anything else?
9 working on, you've never been involved in an	9 A Not that I can remember.
10 agree in a deal in which the buyer agreed to 11:44:47	10 Q You said that Anthony and Lior were 11:47:37
11 indemnify the seller?	11 concerned that regardless of anything they've done,
12 A Yes, as aware as far as I'm aware.	12 even if they've taken every necessary precaution,
13 Q So that was a term of this particular deal	13 Google would sue regardless of the merit of the
14 that was complicated and different from your prior	
15 experience? 11:45:04	14 merits of the case; is that right?
11.70.07	14 merits of the case; is that right? 15 A Yes. 11:47:54
16 A Yes.	15 A Yes. 11:47:54
16 A Yes. 17 O And you mentioned that the indemnification	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that
17 Q And you mentioned that the indemnification	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about?
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right?	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall.
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding.	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14 21 explain what those circumstances are in which it	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23 21 secrets?
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14 21 explain what those circumstances are in which it 22 does or does not apply?	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23 21 secrets? 22 A Not that I recall.
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14 21 explain what those circumstances are in which it 22 does or does not apply? 23 A Only at a high level.	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23 21 secrets? 22 A Not that I recall. 23 Q Did Anthony or Lior express to Uber any
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14 21 explain what those circumstances are in which it 22 does or does not apply? 23 A Only at a high level. 24 Q Can you explain that at a high level?	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23 21 secrets? 22 A Not that I recall. 23 Q Did Anthony or Lior express to Uber any 24 concerns relating to taking Google confidential
17 Q And you mentioned that the indemnification 18 does not apply in all circumstances; is that right? 19 A That is my understanding. 20 Q Okay. But you aren't in a position to 11:45:14 21 explain what those circumstances are in which it 22 does or does not apply? 23 A Only at a high level.	15 A Yes. 11:47:54 16 Q Did they discuss any particular issues that 17 they were concerned about? 18 A No. Or or not that I can recall. 19 Q Did they express to Uber any concerns 20 that concerns relating to use of Google's trade 11:48:23 21 secrets? 22 A Not that I recall. 23 Q Did Anthony or Lior express to Uber any

## Case 3:17-cv-00939-WHA Document 879-8 Filed 07/12/17 Page 4 of 5 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 Cy Men - well, first of all, did Uber 3 suggest the forensic due diligence report 5 being discussed as of January 20th, 2016? 03:34:39 6 A I can't remember. 7 Q When - well, first of all, did Uber 8 suggest the forensic due diligence report? 9 TIE WITNESS: Can I answer? 10 MR. IACOBS: You can answer that - as 03:34:57 11 between in the negotiations between the companies 12 exercise. 13 exercise. 14 TIE WITNESS: Yea, I believe Uber first 15 suggested that to Anthony and Lico? 16 BY MS. ROBERTS: 17 Q When dilbers usggest the forensic due diligence 18 diligence analysis to Anthony and Lico? 19 A I don't have a good sense of when. 19 Q What was Mr. Rom's reaction to Uber's 2 suggestion to conduct a forensic due diligence? 2 A A Based on my recollection, he was okay with 2 S I. 2 Q What was Mr. Rom's reaction to Uber's 2 suggestion to conduct a forensic due diligence? 3 A Based on my recollection, he was okay with 5 Q So going back to this draft term sheet, 03:36:05 6 ikke I said, I don't believe there's a reference to 7 a forensic due diligence eport in this version and that were done to conduct a forensic due diligence? 3 A Based on my recollection, he was also okay 4 with it. 5 Q So going back to this draft term sheet, 03:36:05 6 ikke I said, I don't believe there's a reference to 7 a forensic due diligence eport in this version of this were form of this draft term sheet, 03:36:05 6 ikke I said, I don't believe there's a reference to 7 a forensic due diligence eport in this version of this mature? 15 Q If you turn in Exhibit 301 to page 4, a 03:36:55 16 ikid over hardway down the page, there's the line 17 for Indemnification. Do you see that? 18 A Yes. 19 Q It says: 20 What are customary indemnities for a 24 transaction of this nature? 21 MR. JACOBS: Objection. 22 MR. JACOBS: Objection. 23 Collection of this nature? 24 What are customary indemnities for a 24 transaction of this nature? 25 MR. JACOBS: Objection. 26 Collection of this nature? 27 Golf of this draft term sheed. 28 Golf of the chart of this draft	THORE I CONTIDENTIAL	
3 BY MS. ROBERTS: 4 being signed. Was a forensic due diligence report 5 being discussed as of January 20th, 2016? 6 A I can't remember. 7 Q When – well, first of all, did Uber 8 suggest the forensic due diligence report? 9 THE WITNESS: Can I answer? 11 between – in the negotiations between the companies 12 who first suggested forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 16 BY MS. ROBERTS: 17 Q When did Uber suggest the forensic due 18 diligence amplysis to Anthony and Lior. 19 A I don't have a good sense of when. 20 Q What were Mr. Levandowski and Mr. Ron's 21 Evandowski? response to Uber's suggestion to conduct a forensic due diligence? 24 A Based on my recollection, he was also okay 4 with it. 5 Q So going back to this draft term sheet, 03:36:55 11 Q What was Mr. Ron's reaction to Uber's 2 suggestion to conduct a forensic due diligence? 2 a A Based on my recollection, he was also okay 4 with it. 5 Q So going back to this draft term sheet, 03:36:55 16 like I said, I don't believe there's a reference to 7 a forensic due diligence report in this version 8 dated January 20th, 2016? 03:36:25 11 MR. JACOBS: Objection. Asked and 12 answered. 13 THE WITNESS: I can't say. 14 A That there's a pecific lait of the mean was also okay 4 with it. 5 Q So going back to this draft term sheet, 03:36:55 10 If you turn in Exhibit 301 to page 4, a 03:36:35 11 If the witness of the service of the regional sink with the use of the term 9 "bad draft rem sheet, 5 had for tremember. 17 Q And can you describe for me how the 18 discussions swith witness had act some way 19 MR. JACOBS: Meaning discussions with witness and part we did not want —"we" as in Uber. 17 Q And can you describe for me how the 18 discussions and was part we did not want —"we" as in Uber. 18 Q What was Mr. Ron's reaction to Uber's 2 suggestion was a since January 20th, 2016; 0 poyulary the page was a since January 20th, 2016; 0 poyulary the page was a since January 20th, 2016; 0 poyulary the pag	1 Q In this draft of the term sheet, I haven't	1 THE WITNESS: I don't think I'm qualified
4 Point signed. Was a foresist due diligence report 5 being discussed sor Junuary 20th, 2016? 6 A I cam't remember. 7 Q When - well, first of all, did Uher 8 uuggest the forensic due diligence report? 9 THE WITNESS: Can I answer? 10 MR. JACOBS: You can answer that - as 03:34:57 11 between - in the negotiations between the companies 12 who first suggested a forensic due diligence 13 wiggested that to Anthony and Lior. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 16 BY MS. ROBERTS: 17 Q When did Uher suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 20 Q What were Mr. Levandowski and Mr. Ron's 03:35:25 17 Q What did Uher suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 20 Q what were Mr. Levandowski and Mr. Ron's 03:35:25 17 C Q What were Mr. Levandowski and Mr. Ron's 03:35:25 18 tereponses – let me break it apart. What was Mr. 22 Levandowski's response to Uber's suggestion to 23 conduct a forensic due diligence? 23 A Based on my recollection, he was also okay 24 with it. 25 Q So going back to this draft term sheet, 26 So go going back to this draft term sheet, 27 A I don't remember. 28 uuggested da forensic due diligence 29 a first deal diligence report in this version 29 diligence report in this version 20 diligence report in this version 20 diligence report in this version 21 diligence report in this version 22 demendent will cover hard term sheet, 23 demendent and term sheet, 24 of mall of your prior deals that you've verted on that ha	2 seen a reference to the forensic due diligence that	2 to answer that.
5 being discussed as of January 20th, 2016? 6 A Leart remember. 7 Q When - well, first of all, did Uber 8 suggest the forensis due diligence report? 9 "THE WITNESS: Can I answer? 10 MR. JACOBS: You can answer that as 03:34-57 11 between in the negotiations between the companies 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 16 BYMS. ROBERTS: 17 Q When did Uher suggest the forensic due 18 diligence analysis to Anthony and Lior. 19 A I don't have a good sense of when. 10 Q What were Mr. Levandowski and Mr. Ron's 03:35:25 21 responses let me break it apart. What was Mr. 22 Levandowski's responses to Uber's suggestion to 23:35:53 Page 230  1 Q What was Mr. Ron's reaction to Uber's 2 suggestion to conduct a forensic due diligence? 24 A Based on my recollection, he was also okay. 4 with it. 5 Q So going back to this draft term sheet, 03:36:55 1 Gikel said, I don't believe there's a reference to 7 a forensic due diligence report in this version 8 dated January 20th, 2016. Do you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. O go you recall if Uber's 11	3 was performed prior to the acquisition agreement	3 BY MS. ROBERTS:
6 A Lean't remember. 7 Q When - well, first of all, did Uber 8 waggest for ferosise due diligence report? 9 THE WITNESS: Can I answer? 11 between - in the negotiations between the companies 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 15 suggested that to Anthony and Lior. 16 BYMS. ROBERTS: 17 Q When did Uber suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 20 Q What were Mr. Levandowski and Mr. Ron's 03:35:25 21 responses - let me break it apart. What was Mr. 22 Levandowski's seponse to Uber's suggestion to 22 Levandowski's response to Uber's suggestion to 23 conduct a forensic due diligence? 24 A Based on my recollection, he was also okay 4 with it. 25 Q So going back to this draft term sheet, 03:36:05 6 like I said, I don't believe there's a reference to 7 a forensic due diligence report in this version 8 dated January 20th, 2016. Do you recall if Uber's 9 suggestion to conduct a forensic due diligence 1 and analysis was after January 20th, 2016. Do you recall if Uber's 9 suggestion to Explosion. Asked and 12 answered. 13 THE WITNESS: I can't say. 14 BY MS. ROBERTS: 15 Q I flyou turn in Exhibit 301 to page 4. a 03:36:35 16 little over harfway down the page, there's the line 17 for Indemnification. Dyou see that? 18 A Yes. 20 "The agreement will contain customary 03:36:25 21 michamities for a transaction of this 11 midemnifies for a transaction of this 12 midemnifies for a transaction of this 13 midemnifies for a	4 being signed. Was a forensic due diligence report	4 Q As of the date of this draft term sheet,
7 A I don't remember. 8 suggest the forensic due diligence report? 9 THE WITNESS: Can larmswer? 10 MR. JACOBS: You can answer that — as 03:34:57 11 between — in the negotiations between the companies 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 03:35:09 16 BY MS. ROBERTS: 10 Q What did Uber suggest the forensic due diligence and difference in the negotiations between the remainder of the suggested that to Anthony and Lior? 19 A I don't have a good sense of when. 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 19 Q What were Mr. Levandowski and Mr. Ron's 03:35:25 21 responses — let me break it apart. What was Mr. 22 Levandowski's response to Uber's suggestion to 23:35:35 21 responses — let me break it apart. What was Mr. 22 Levandowski's response to Uber's suggestion to 23:35:35 21 responses — let me break it apart. What was Mr. 22 Levandowski's response to Uber's suggestion to 23:35:53 22 was a forensic due diligence? 24 A Based on my recollection, he was also what with it. 25 it. 03:35:53 24 gagestion to conduct a forensic due diligence report in this version 6 dideligence? 25 suggestion to conduct a forensic due diligence report in this version 6 dideligence report in this version 6 dated January 20th, 2016? 0 by our recall if Uber's 9 suggestion to conduct a forensic due diligence report in this version 6 dated January 20th, 2016? 0 by our recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016? 0 by our recall if Uber's 9 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016? 0 you recollection, he was also okay 4 with it. 19 (a was also okay 4 with i	5 being discussed as of January 20th, 2016? 03:34:39	5 had Mr. Levandowski and Mr. Ron requested that Uber 03:37:16
7 A I don't remember. 8 suggest the forensic due diligence report? 9 THE WITNESS: Can lanswer? 10 MR. JACOBS: You can answer that as 0.3:4:57 11 between in the negotiations between the companies. 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 16 BY MS. ROBERTS: 17 Q When did Uber suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 10 Q What were Mr. Levandowski and Mr. Ron's 10 Q What were Mr. Levandowski and Mr. Ron's 10 conduct a forensic due diligence? 11 Q What was Mr. Ron's reaction to Uber's 12 suggestion to conduct a forensic due diligence? 13 A Based on my recollection, he was also okay 14 with it. 15 Q So going back to this draft term sheet, 16 like I said, I don't believe there's a reference to 17 a forensic due diligence report in this version 18 dated January 20th, 2016. Do you recall if Uber's 19 suggestion to conduct a forensic due diligence 10 analysis was after January 20th, 2016. Do you recall if Uber's 11 MR. JACOBS: Objection. Asked and 12 answered. 13 refers to? 14 A That there's a specific list or concepts of 15 actions that would constitute as a bad act, 10 3:37:24 16 something that we did not want "we' as in Uber. 17 Q And an one you describe form how the 18 discussions about these bad acts came up? 19 MR. JACOBS: Meaning discussions with 20 BY MS. ROBERTS: 21 Q Discussions with Mr. Levandowski and 22 Mr. Ron. 23 A Thor really sure. 24 Q In all of your prior deals that you've 24 worked on in your whole career, have there been 26 agreements that were closed? 27 A There are usually provisions for calling 28 reps and warranties for not doing certain actions. 29 In the context of bad acts in those 20 agreements that were closed? 21 indemnities for a transaction of this 21 first missed? 22 agreements that were closed? 23 A Tore are usually provisions for calling 24 transaction of this anture? 25 MR. JACOBS: Objection. 26 A Tore are u	6 A I can't remember.	6 indemnify them?
9 THE WITNESS: Can I answer? 10 MR. JACOBS: You can answer that — as 03:34:57 11 between — in the negotiations between the companies 12 who first suggested a forensic due diligence 13 exercise. 14 THE WITNESS: Yes, I believe Uber first 15 suggested that to Anthony and Lior. 16 BY MS. ROBERTS: 17 Q When did Uber suggest the forensic due 18 diligence analysis to Anthony and Lior? 19 A I don't have a good sense of when. 10 Q What weer Mr. Levandowski and Mr. Ron's 10 Q What weer Mr. Levandowski and Mr. Ron's 10 Q What weer Mr. Levandowski and Mr. Ron's 10 Q State of the state of the sense of the sen	7 Q When well, first of all, did Uber	
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1 VIDEO OPERATOR: This concludes today's 2 videotaped deposition of Nina Qi. We're off the 3 record at 5:45 p.m. 4 (TIME NOTED: 5:45 p.m.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify: That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were duly sworn; that a record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given. Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review fof the transcript [X] was [] was not requested. I further certify I am neither financially finterested in the action nor a relative or employee fof any attorney or party to this action.  IN WITNESS WHEREOF, I have this date subscribed my name.
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25	25 CSR No. 5111
Page 318	Page 320
1 2 3 4 5 6 7 8 I, NINGJUN QI, do hereby declare under 9 penalty of perjury that I have read the foregoing 10 transcript of my deposition; that I have made such 11 corrections as noted herein, in ink, initialed by 12 me, or attached hereto; that my testimony as 13 contained herein, as corrected, is true and correct. 14 EXECUTED this day of	
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